



**DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**

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**Notice to Prospective Bidders**

December 13, 2011

You are invited to review and respond to this Invitation for Bids (IFB), entitled A: Scrap Metal Pick-up and Recycling for Riverside and San Bernardino Counties, and B: Instructions for Submittal of Monthly Payments and Tonnage Reports, DRR11041. In submitting your bid, you must comply with the instructions herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Colleen Rubens  
[contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)  
Phone: 916.341.6124  
Fax: 916.319.7432

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Colleen Rubens,  
Contract Administrator

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## Section 1 Overview

### General Information

CalRecycle promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.

### CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street,  
Sacramento, CA 95814  
CalRecycle Contracts Unit, MS-19A

Mailing Address: PO Box 4025,  
Sacramento, CA 95812-4025  
Attn: Contracts Unit, MS-19A

Phone: (916) 341-6124

FAX: (916) 319-7432

EMAIL: [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)

Any documents delivered in person must be received in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

### Service Needed

The Contractor will collect and recycle, either through reuse or sale for reuse, scrap metal from participating State Agency locations, and will provide electronic records of the scrap metal collected at each participating State Agency to the Department of Resources Recycling and Recovery (CalRecycle) and to the participating State Agency. Contractor will respond within two (2) business days when notified by a participating State Agency to collect scrap metal.

### Contract Budget

This is a Revenue Contract.

### Contract Term

The term of this Agreement will span approximately **24** months and is expected to begin in **February 21, 2012**

### Process Type

Invitation for Bid (IFB).

### Process Schedule

This process will be conducted according to the following tentative schedule where all times are Pacific Time

Advertisement Date: 12/13/2011  
Written Questions Due on: 01/02/2012  
Submittal's Due on: 01/11/2012  
Bid Opening on: 01/11/2012 at 2:15 p.m.

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## **Section II Rules and Conditions**

### **Introduction**

There are conditions that this IFB, submitting Bidders, bids and resulting Agreements are subject to and/or required to comply with.

### **Commitment**

Upon submittal of a Bid, the Contractor has committed to comply with the following requirements:

- All items noted in IFB documents
- Special Terms and Conditions available for viewing at [www.calrecycle.ca.gov/Contracts/Forms/SpeTermsCond.pdf](http://www.calrecycle.ca.gov/Contracts/Forms/SpeTermsCond.pdf)
- General Terms and Conditions (GTCs) available for viewing at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).
- Contractor Certification Clauses (CCCs) available for viewing at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

If the Bidder fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to award an Agreement resulting from this IFB.

### **Antitrust Claims**

In submitting a Bid Package to a public purchasing body, the Bidder offers and agrees that if the Bid Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Bid Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

### **Contractor's Cost**

All costs resulting from the contractor's participation in the IFB process are at the firm's expense. No costs incurred by the contractor participating in the IFB process will be reimbursed by CalRecycle.

### **Information**

All information obtained or produced during the course of the Agreement will be made available to CalRecycle.

Any information that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Bidder prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information deemed confidential or trade secret(s) by the Bidder to the extent allowable by the California Public Records Act and the Public Contract Code.

### **Written Questions**

Bidders needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit. All inquiries must be received no later than **2:00 p.m. on 1/2/2012**, regardless of postmark. If the inquiries are faxed, then the time and dated on the fax must not be later than the due date and time.

Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way exclude the Bidder of any obligations as set forth in this package.

All questions or inquiries regarding this solicitation shall be submitted using the contact information provided in Section I.

E-mails and/or faxes should be clearly marked "**Questions Relating to SOLICITATION DRR11041**"

The questions and answers will be published in an Addendum to the IFB (see below, Addenda).

### **Addenda**

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this IFB.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the IFB should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues. Addenda will be available on the CalRecycle webpage for this particular solicitation at [www.calrecycle.ca.gov/contracts](http://www.calrecycle.ca.gov/contracts).

### **Modification of Submittals**

A Bid submitted prior to the submittal deadline, can be withdrawn or modified by the submitting Bidder. The Bidder must:

- Provide a written request
- Identify the requesting individual and their association to the Bidder

A Bid cannot be withdrawn for modification after the submittal deadline has passed.

### **Errors in Submittals**

An error in a Bid package may be cause for rejection of that Bid.

CalRecycle may make certain corrections, if the Bidder's intent is clearly established based on review of the complete Bid.

### **Unreliable List**

Any contractor or subcontractor currently of CalRecycle Unreliable list is ineligible to apply for or participate in this contract.

### **Negotiating State Contracts**

This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC 6611.

If any of the conditions identified in PCC 6611 exist, the Department of General Services may perform contract negotiations, if it is determined to be in the best interest of the State.

### **Electronic Waste Recycling**

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

### **Use Tax**

If, during the course of the agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

### **Enterprise Zone Act (EZA)**

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for EZA qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the EZA.

If the Bidder is qualified for this preference, the EZA Preference Request Form must be included in the Bid submittal.

The form may be downloaded at [www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms).

### **Target Area Contract Preference Act (TACPA)**

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for TACPA qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

If the Bidder is qualified for this preference, the TACPA Preference Request Form must be included in the Bid submittal.

The form may be downloaded at [www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms).

### **Local Agency Military Base Recovery Act (LAMBRA)**

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for LAMBRA qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the LAMBRA.

If the Bidder is qualified for this preference, the LAMBRA Preference Request Form must be included in the Bid submittal.

The form may be downloaded at [www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms).

### **Maximum Combined Preferences and Rules for Award**

In combination with any other preferences (TACPA, EZA, LAMBRA, SB, , DVBE, participation, etc), the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per solicitation.

Preference programs for TACPA, EZA, LAMBRA, or the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB/MB and a firm that is SB/MB and DVBE, the award shall be made to the firm that is SB/MB and DVBE.

### **Subcontractors**

All subcontractors identified in the Bid, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

CalRecycle reserves the right to approve substitutions of subcontractors, as long as, certified business participation levels remain unchanged.

## **Section III Bid Submittal Requirements**

### **Introduction**

Failure to follow the instructions contained in this document may be grounds for rejection of a Bid.

CalRecycle may reject any Bid if it is conditional, incomplete or contains irregularities.

CalRecycle may waive an immaterial deviation in a Bid, if deemed in the best interest of CalRecycle.

### **Deadline**

The Bid package must be received by CalRecycle, at the address listed in Section I, Overview by **2:00 p.m. on 1/11/2012**.

Bids received after the deadline, will be considered late and returned to the Bidder unopened.

### **Addressing**

The Bid package must clearly state that it is in response to this IFB and note the IFB number listed with the direction of "Mailroom – do not open."

### **Number of Copies**

The Bidder is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original" (do not include bid sheet in this copy)
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. (do not include bid sheet in this copy)
- One complete, signed bid sheet in a sealed envelope marked "Bid – Do Not Open".

It is the submitting Bidder's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

### **Document Printing**

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

### **Cover Letter**

The cover letter shall be signed by an individual who is authorized to bind the Bidder and shall indicate that person's title or position. The cover letter must be on the Bidder's company letterhead and contain the following information:

- a. Name and address of the Bidder submitting qualifications;
- b. Bidder's Headquarters for purposes of this agreement, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Bidder;
- e. Statement that personnel who will provide services under the agreement will have the required certifications and that bidder will have qualified personnel available to meet the service needs; and
- f. Statement attesting to the fact of the percentage of post consumer recycled content fiber paper used in the compilation of the CBS package.
- g. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.

### **Qualifications and Resources**

The prospective contractor must have the experience, qualifications, and resources to perform the required tasks of the project.

The Contractor must have knowledge of scrap metal recycling and must currently be in business of collecting, recycling, and processing scrap metal. The Contractor will have the capacity to furnish all

labor, tools, materials, and equipment for the pick-up and recycling/reuse of scrap metal and furnish labor, tools, materials, and equipment throughout the contract term. The Contractor must have the appropriate current DMV licenses for each vehicle entering participating State facilities. The Contractor will not be a broker only but must also have a business address in California where scrap metal is processed on site. The Contractor must be currently certified by California Department of Food and Agriculture's Weights and Measures to ensure their scales are calibrated according to State law.

### Security Clearance

Certain State Agencies, e.g., the Department of Justice, require a security clearance to access their facility. Under the current contract there are no Agencies that require a security clearance; however, in the event such an agency becomes a "pick-up" site under this contract, the successful bidder and/or employees of the successful bidder who require access to the state facility, must pass a security/background clearance as required by the Agency.

The following is provided only as an example of a clearance process; the actual process may require more or less information and fingerprinting:

1. In the event a security clearance is required a name search will be done through the State of California and federal criminal history systems. In order to facilitate the completion of the name search process, the successful bidder and/or each employee of the successful bidder who is to have access to the facility will be required to provide the following information.
  - a. Name
  - b. Aliases
  - c. Date of Birth
  - d. Place of Birth
  - e. Sex
  - f. Race
  - g. Height
  - h. Weight
  - i. Color Hair/Eyes
  - j. Driver's License Number

Each proposal must include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. The proposals must include resumes for the Project Manager, Personnel and Subcontractors, that include:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

### **Organization**

Provide a brief description of the organization's services and activities, including:

- Date of establishment
- History
- Location
- Any known conflicts of interest

### **References**

The Bidder's team must provide a minimum of three (3) verifiable references and/or experience that support the above qualifications.

CalRecycle reserves the right to seek references in addition to the client references provided by the Bidder, as it deems necessary.

If a reference or project experience is unable to be verified, it will be disregarded.

### **Samples of Written Work**

The Bidder's team must include a copy of a verifiable written work that is similar in nature to the proposed project and deliverables.

### **Contractor Eligibility**

The Bidder must include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.1. Statement may be included in the cover letter.

### **Qualification/Licenses**

The Contractor shall be an individual or firm qualified to do business in California. Required documentation includes the following as applicable:

- A copy of the Bidder's registration with the Secretary of State.
- Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Bidders must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.

### **Cost Breakdown**

The Cost Bid must specify the total cost, as required in the Cost Bid Sheet. The winning Bidder's invoices must be itemized as shown in the submitted Cost Bid Sheet.

The subcontractor commitments must be identified, by task and dollar amount, and include in the task by task Cost Bid Submittal.

Failure to include the Cost Bid Sheet will be grounds for disqualification (Attachment A).

The Cost Bid Sheet is a self-contained document for purposes of calculating cost points and evaluating whether all information required by the IFB has been submitted. Therefore, all information (such as explanations of \$0 instead of itemized costs) must be included on the Cost Bid Sheet. Reference by incorporation to the Bid is not acceptable.

The amount identified on the cost breakdown may not be changed and will remain in effect for the life of the agreement.

## **Section IV Evaluation and Selection**

### **Introduction**

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the Bidder has included all required documentation in the Bid submittal. The bid sheet must be in a separate sealed envelope marked "Bid – Do Not Open".

If a Bid package does not meet all of the requirements set forth in this IFB, it will be considered non-responsive and rejected from further competition.

### **Grounds for Rejection**

All bids may be rejected whenever the determination is made that the bids received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a bid may be rejected if:

- It is received after the due date and time for submittal
- The bid submittal is unsigned
- The bid cost is not prepared as required by the IFB
- The Bidder has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Bidder has received a substantive negative contract performance from the State
- Any items required by the IFB are not included with the submittal

No bid may be rejected arbitrarily or without reasonable cause.

### **Bid Opening**

The qualified bids (sealed) will be opened publicly at the time set in Section I, Schedule.

**Award of Agreement**

Award of this Agreement will be to the lowest responsive responsible Bidder meeting all of the IFB requirements after preferences are applied as indicated in Section II Rules and Conditions.

In the event of a tie, CalRecycle shall utilize a tie breaker to determine the winning Bidder. The tie breaker will be determined based on which bidder has the most SB and DVBE participation identified in the bid package.

CalRecycle reserves the right to not award an Agreement.

**Rejection of Award**

If the Bidder fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, CalRecycle may deem that the Bidder has rejected the award.

CalRecycle reserves the right to disqualify the awardee and award the Agreement to the next lowest responsive responsible Bidder.

CalRecycle will notify the rejected lowest responsive Bidder, at least five (5) days prior to the award being made, of the decision not to award the agreement.

**Bidder Notifications**

CalRecycle will notify all Bidders of the outcome of their Bid submittals, prior to the award of the contract.

**Notice of Intent to Award**

CalRecycle will post a notice of intent to award the agreement resulting from this IFB, only upon written request of any Bidder.

The request must be submitted to the contact contained in Section I, Overview.

If requested, the notice of intent to award will be posted on CalRecycle's contract website at [www.calrecycle.ca.gov/contracts](http://www.calrecycle.ca.gov/contracts) and at the headquarters address noted in Section I, Overview five days prior to award of the contract.

**Protest of Award**

A Bidder may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed after the notice of intent to award the contract, but before the actual award.

Within five (5) **working** days of the initial protest filing, the Bidder must submit a detailed written statement with information that supports that the Bidder would have been awarded the contract and the grounds for that position.

The Agreement will not be awarded until a decision has been made on the filed protest.

The protest documents should be sent via registered mail to the following parties:

Department of General Services  
Office of Legal Services  
Attn: Protest Coordinator  
707 Third Street, 7<sup>th</sup> floor  
Sacramento, CA 95605  
Fax (916) 376-5088

Department of Resources Recycling and Recovery  
Attn: Contracts Unit  
1001 I Street, MS-19A  
Sacramento, CA 95814  
Fax (916) 319-7582  
Email [contracts@calrecycle.ca.gov](mailto:contracts@calrecycle.ca.gov)

## **Section V Description of Work**

### **I. INTRODUCTION/OBJECTIVES**

The purpose of this contract is for the Contractor to collect and recycle scrap metal from participating State Agencies in Riverside and San Bernardino Counties, California.

### **II. WORK TO BE PERFORMED**

The Contractor will have knowledge of scrap metal recycling and will furnish all labor, tools, materials, and equipment, including various sizes of containers sufficient to meet the needs of each location, for the storage at and pickup and recycling/reuse of scrap metal from each participating State Agency. The Contractor will leave one bin at each location at all times.

The Contractor will collect and recycle, either through reuse or sale for reuse, scrap metal from participating State Agency locations, and will provide electronic records of the scrap metal collected at each participating State Agency to the Department of Resources Recycling and Recovery (CalRecycle) and to the participating State Agency. The Contractor will respond within two (2) business days when notified by a participating State Agency to collect scrap metal.

### **III. TASKS IDENTIFIED**

#### **Task 1:**

Prior to commencement of this Agreement, the Contractor will fulfill the following requirements:

- A. Have knowledge of scrap metal recycling and must be currently in the business of collecting, recycling, and processing of scrap metal.
- B. Have the capacity to furnish all labor, tools, materials and equipment for the pick-up and recycling/reuse of scrap metal and, upon commencement of this Agreement, will furnish such labor, tools, materials and equipment throughout the term of this Agreement.
- C. Have appropriate and valid Department of Motor Vehicles licenses/permits for each driver and vehicle entering participating State facilities.
- D. Ensure that all members of its staff have photo identification to present to participating State Agency staff, or their designee, upon request.
- E. Contractor will have a valid business address in California where scrap metal is processed and weighed by a scale master on site. Contractor will not be a broker only.

#### **Task 2:**

The Contractor will provide appropriate containers

- A. Various sized containers, as needed, for each location, to store recyclable scrap metal at designated participating State Agencies. A minimum of one (1) bin will remain at each location at all times.
- B. A scrap metal recycling bin of the appropriate size for each location as designated by each participating State Agency Site Manager. It is the responsibility of staff for each participating State Agency to place the scrap metal into the containers provided by the Contractor.
- C. The Containers will be clearly labeled "Recyclable Metal Only." The Contractor will provide additional containers, as needed, at no additional cost to the participating State Agency.
- D. Participating State Agencies may request the Contractor to make exchanges for either smaller or larger capacity scrap metal containers, as required, in any of the designated locations as described.

- E. The Contractor will be responsible for the maintenance of all scrap metal recycling containers. Rainproof covers/tarps must be provided for rain events (typically the season from November 1<sup>st</sup> to April 30<sup>th</sup>) at no additional cost to CalRecycle or participating State Agencies.
- F. The scrap metal recycling containers will remain at each participating State Agency location during the entire term of this Agreement. As noted in Task 3, Paragraph B, below, the Contractor will replace full containers with empty containers during collection. If the pick-up location no longer needs the recycling service, the requested container(s) may be removed at the discretion of the participating State Agency Site Manager and CalRecycle's Contract Manager.

**Task 3:**

Contractor will remove and/or pick-up and recycle scrap metal

- A. Contractor will be solely responsible for removing all scrap metal after it has been placed in the bins for pick-up by participating State Agency staff. Participating State Agency staff will not assist the Contractor with scrap metal removal once it is in the bins, and neither CalRecycle nor the participating State Agency will be held liable for any injuries sustained by the Contractor's staff during removal/pick-up and recycling of scrap metal. All sorting and/or cutting of scrap metal to size will be the responsibility of the Contractor.
- B. The containers will remain on-site until they are full and ready for collection by the Contractor. A State Agency Site Manager, or designee, will verbally notify the Contractor when the containers are  $\frac{3}{4}$  full or greater, and ready for removal by the Contractor.
- C. The Contractor will remove accumulated scrap metal within two (2) business days of the verbal notification. The minimum pick-up will be one (1) 15 cubic yard container, unless the Contractor agrees to accept a lesser quantity from a participating State Agency. After pick-up, the scrap metal will either be recycled or reused by Contractor
- D. The Contractor will collect all scrap material placed in bins by participating State Agency staff at each of the designated locations.
- E. The Contractor will weigh each load of scrap metal on a certified public scale within 24 hours of removal. A copy of each certified scale weight ticket will be retained by the Contractor and will be available for audit purposes for the length of the contract plus an additional three (3) years.
- F. The Contractor will recycle (or sell for reuse) all scrap metal that is collected from the participating State Agencies.
- G. The Contractor will perform services between the hours of 7:30 A.M. and 3:30 P.M., Monday through Friday. The Contractor will not perform services on the weekend or holidays or if the State Agency office is closed.

**Task 4:**

The Contractor will provide monthly electronic tonnage reports.

- A. The Contractor will provide CalRecycle's Contract Manager with Monthly Tonnage Reports, a summary of collection activities, in an electronic MS Excel file on a monthly basis for the term of this agreement.
- B. The Contractor will transmit the electronic monthly tonnage reports by e-mail (as an attached MS Excel spreadsheet) to CalRecycle's Contract Manager and participating State Agencies no later than the 15<sup>th</sup> of the following month (e.g. the report for September should be received by October 15<sup>th</sup>).

- C. The Contractor's electronic monthly reports will, at a minimum, provide a Tonnage Report or summary of the prior month's scrap metal collected from participating State Agencies, including, but not limited to:
1. The pounds/tons of scrap metal collected at each participating State Agency;
  2. The date scrap metal was picked-up;
  3. State Facility address where metal was generated or collected. This also applies to any State Agency dropping off scrap metal at the recycler;
  4. The weight ticket number associated with the scrap metal picked-up at each site;
  5. The number and type of container(s) (example: one 40-yard bin) and the scrap grade (such as: misc. sheet metal; tin; aluminum guardrails etc.);
  6. Price paid per ton for recycled/reused scrap metal;
  7. Price to be paid per weight ticket to CalRecycle; and
  8. Total monthly pounds/tons and total amount of revenue to be paid to CalRecycle.

**Task 5:**

The Contractor will collect scrap metal from the following pick-up locations in Riverside and San Bernardino Counties.

Additional State Agencies may be added by mutual agreement between CalRecycle's Contract Manager and the Contractor. Existing locations as identified below may be deleted by the Contractor only with permission from CalRecycle's Contract Manager.

**PICK-UP LOCATIONS FOR RIVERSIDE AND SAN BERNARDINO COUNTIES:**

<b>RIVERSIDE COUNTY</b>		
<b>Department of Transportation (Caltrans)</b>		
<b>City</b>	<b>Name</b>	<b>Address</b>
Banning	Banning Maintenance Station	2033 E. Ramsey St, Banning, CA 92220 (Route 10, PM 14.8)
Blythe	Blythe Maintenance Station	431 South Broadway, Blythe, CA 92225 (Route 10, PM 152.6)
Corona	Corona Maintenance Station	842 El Sobrante Road, Corona, CA 91719 (Route 15, PM 40.7)
Desert Center	Desert Center Maintenance Station	440-470 Ragsdale Road, Desert Center, CA 92239 (Route 10, PM 104.0)
Elsinore	Elsinore Maintenance Station	18745 Conrad Ave, Elsinore, CA 92530 (Route 15, PM 22.2)
Indio	Indio Maintenance Station	83-997 Indio Blvd, Indio, CA 92201(Route 111, PM 30.1)
Pomona	Pomona Electrical Caltrans Station	1698 W. Mission, Pomona, CA 91766 (Route 10, PM 14.8)
Riverside	Riverside Maintenance Station	1091 Everton Place, Riverside, CA 92507 (Route 215, PM 41.5)
<b>SAN BERNARDINO COUNTY</b>		
<b>Department of Transportation (Caltrans)</b>		
Barstow	Barstow Maintenance Station	1800 Dill Road, Barstow, CA 92311 (Route 40, PM 0.72)
Cluster	Cluster Street Maintenance Station	175 Cluster St., San Bernardino, CA 92406 (Route 215, PM 20.0)
Magna	Magna/Ortega Maintenance Station	451 W. Stover St., Bloomington CA 92316 (Route 10, PM20.0)
Needles	Needles Maintenance Station	800 San Clemente Road, Needles, CA 92363 (Route 40, PM 143.76 @ Route 95)
Nipton	Mountain Pass Maintenance Station	94000 Clark Mountain Road, Nipton, CA 92364(Route 15, PM 170.55 @ Bailey Road)
Ontario	Ontario Maintenance Station	1165 Philadelphia St., Ontario, CA 91716(Route 60, PM 5.3)
Running Springs	Dry Creek Maintenance Station	32821 State Route 18, Running Springs, CA 92382 (Route 18, PM 32.93)
Victorville	Victorville Maintenance Station	13693 Mariposa Road, Victorville, CA 92392(Route 15, PM 39.8)

**IV. CONTRACT/TASK TIME FRAME**

Thirty days following the execution of the contract, the Contractor will commence fulfilling all tasks as required for the recycling of scrap metal for the State Agencies listed above and will continue to do so for the duration of the 24-month contract period, unless the list is modified pursuant to Task 5. At the discretion of CalRecycle's Contract Manager, CalRecycle may award a one-time 12-month contract extension.

1. CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:
  - Work to be performed
  - Rate and progress of the work
  - Fulfillment of the services provided by the Contractor
  - Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by CalRecycle Contract Manager when the Contractor fails to complete orders required by this Agreement.

2. The Contractor will designate a Project Manager who holds the following authority:
  - Act as the Contractor's Representative for work to be provided under this Agreement.
  - Act as the Contractor's Representative regarding contractual matters relating to this Agreement.

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle Contract Manager approval is required.

## **Section VI Definition and Terms**

### **General**

Unless the context otherwise requires, wherever in this IFB or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as "draftsman" and "journeyman" and the pronoun "he", are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

### **Abbreviations**

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CALRECYCLE	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
PCC	Public Contract Code
IFB	Invitation for Bid
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

### **Agreement**

The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the IFB, Bid, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

### **Cal EPA**

The California Environmental Protection Agency

### **CALRECYCLE**

Department of Resources Recycling and Recovery

### **CALRECYCLE Staff**

Staff of the CalRecycle involved in the implementation of this contract or representatives of Consultant to CalRecycle as designated in the Work Orders.

### **Consultant**

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with CalRecycle to provide work pursuant to this IFB or his or their legal representatives

### **Contract**

A legally binding agreement between the state & another entity, public or private, for the provision of goods or services

### **Contract Manager**

A person designated by the responsible state agency or department to manage performance under a contract.

### **Contractor**

A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

### **Director**

The Director of CalRecycle, or his/her designees. Any references to Executive Officer shall mean the Director and/or designated officer.

### **Legal Holiday**

Those days designated as State holidays in the Government Code.

### **Project Manager**

Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

**Scope of Work**

The description of work required of a contractor by the awarding agency.

**Small Business (Certified)**

A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

**State**

The State of California.

**State Contract Law**

The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

**Subcontractor**

A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

## **Attachments**

## Cost Bid Sheet

**Scrap Metal Pick-Up and Recycling: Riverside and San Bernardino Counties, California**

**DRR11041**

Please complete this form and submit the original in accordance with this IFB.

*[This form should be prepared to accurately reflect the cost and of all items mentioned in the "Scope of Work" of this IFB and to complete the work within the intent of the Agreement.]*

**The highest percentage bid will determine the high bid for this solicitation. If accepted, this highest percentage bid would be multiplied by the first reporting day of the month from the American Metal Market (AMM), Ferrous Metal Prices at Port of San Francisco for export of # 2 Bundles of Ferrous Scrap pricing category.**

The table below provides the AMM's first reporting day of each month during Fiscal Year (FY) 2010. This may help provide guidance to the bidder by showing 12 recent months of pricing for #2 bundles of ferrous scrap metal.

All Payments (under the terms of the contract) will be based on the monthly rate plus date and time material crosses the scale(s) at the facility.

FY 2010 First Day of Month for AMM Reporting	#2 Ferrous Bundles Rate Per Ton; Export Pricing; San Francisco Port
7/1/2010	\$ 160.00
8/2/2010	\$ 160.00
9/1/2010	\$ 210.00
10/1/2010	\$ 200.00
11/2/2010	\$ 220.00
12/1/2010	\$ 220.00
1/3/2011	\$ 210.00
2/1/2011	\$ 240.00
3/1/2011	\$ 240.00
4/1/2011	\$ 230.00
5/2/2011	\$ 230.00
6/1/2011	\$ 220.00
<b>12 Month Average</b>	<b>\$ 211.67</b>

## COST BID SHEET

The chart below requires the contractor to list a percentage bid for Ferrous Metals.

Material	Contractors Competitive Percent (%) (This will determine winning bid.)	#2 Ferrous Bundles Rate Per Ton; Export Pricing; San Francisco Port	Revenue Per Ton Payment using June 2011 AMM Report. (Each Month is Calculated using AMM Report)
#2 Ferrous Bundles Rate Per Ton;	<b>FILL IN BID % HERE:</b> _____	Average Monthly Value for FY 2010  \$211.67/ton	(It is not necessary to fill in this area for bid acceptance)
EXAMPLE:	Bid of 90% per ton	AMM Value on 6/1/11: \$220/ton	<b>.90 x \$220 = \$198.00/ton</b> (If a contractor collected scrap metal at the listed sites in June 2011, it would pay \$198.00/ton to CalRecycle for June 2011.)

Please note: The term, # 2 bundles of Ferrous Scrap, is used in the contract as a standard only. It is not necessarily descriptive of the ferrous and nonferrous scrap metal to be recycled and sold. **(No bids charging a fee will be accepted.)**

**Submitted By:**


---

 Company Name

---

 Company Address

---

 Telephone Number

---

 Fax Number

---

 Email Address

---

 Authorized Official and Title

---

 By (Authorized Signature) \_\_\_\_\_ Date \_\_\_\_\_

**Darfur Contracting Act**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
 Initials three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
 Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
 Initials business activities or other operations outside of the United States,  
 + certification but we certify below that we are not a scrutinized company  
 below as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.**

STATE OF CALIFORNIA  
 Department of Resources Recycling & Recovery  
 CALRECYCLE 74C (Revised 1/10 for Contracts)

To be completed by Contractor	
Name of Contractor:	
Contract #::	Work Order #:

**Recycled-Content Certification**

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CalRecycle contract manager.

This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Web site \_\_\_\_\_

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	<sup>1</sup> Percent Postconsumer Material	<sup>2</sup> SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12205.

Print name \_\_\_\_\_ Signature \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_

**(See footnotes on the back of this page.)**

1. *Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.*

*If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone*

2. *Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.*

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit [www.calrecycle.ca.gov/BuyRecycled/](http://www.calrecycle.ca.gov/BuyRecycled/).

<b>Code</b>	<b>Description</b>	<b>Minimum content requirement</b>
<b>Product Categories (11)</b>		
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50 % postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

### Bid Completion Checklist

Please use this checklist to assist in the preparation of your Bid package to ensure that all required items are included.

- 
- Cover Letter with contact information and statements as required in the IFB.
  - Organizational information and Personnel Information (Resumes)
  - Cost Bid Sheet
  - Samples of Written Work
  - Client References
  - Copy of Required License(s) (Secretary of State)
  - Contractor Status Form
  - Darfur Contracting Act Certification
- 

The following number of BID packages must be submitted as the Contractor's response to this IFB:

- One (1) unbound reproducible original Bid package marked "Original" (Do not include bid sheet in this copy).
  - One (1) Electronic copy of Bid Package in Adobe Acrobat format (Do not include bid sheet in this copy).
  - One complete, signed bid sheet in a separate sealed envelope marked "Bid – Do Not Open".
- 

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section II, Rules and Conditions:

- Certification of Enterprise Zone Act Preference
  - Certification of Target Area Contract Preference Act
  - Certification of Local Military Base Recovery Area Act Preference
- 

The following forms are not required at the time of the Bid submission but will be required by the successful contractor during the contract period:

- Recycled Content Certification (Attachment E)
- Payee Data Record (Standard Form 204 viewable at <http://www.calrecycle.ca.gov/Contracts/Forms/default.htm>)

***Please note that if any of the items are missing from the Bid package, the package will be considered incomplete and will be disqualified from the process.***

**Contractor Status Form**

Contractor's Name: \_\_\_\_\_ County: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS**

- Individual       Limited Partnership       General Partnership       Corporation       Other

If Individual or sole proprietorship, state the true name of sole proprietor: \_\_\_\_\_

If a Limited or General Partnership, list each partner and state their true name and interest in the partnership:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If a Corporation, state place and date of incorporation: \_\_\_\_\_

President: \_\_\_\_\_ Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Other Officer: \_\_\_\_\_ Other Officer: \_\_\_\_\_

Provide explanation if claiming Other:

\_\_\_\_\_

\_\_\_\_\_

**SMALL BUSINESS PREFERECE**

Are you claiming preference for small/micro business?       YES – Attach approval letter from Office of Small Business Certification and Resources  
 NO

Are you claiming preference for DVBE?       YES – Attach approval letter from Office of Small Business Certification and Resources  
 NO

**NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED**

**Client References**

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

**BIDDER / SUBCONTRACTOR'S NAME:**

**REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

**REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

**REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

If three references cannot be provided, explain why: